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1988-90

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* 1988-90 AGREEMENT *
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* Between the *
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* PRINCETON REGIONAL EDUCATION ASSOCIATION *
* *
* and the *
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* BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT *
* Board of Education *

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PREAMBLE

This Agreement entered into this 5th day of May, 1988, by and between the Board of Education of the Princeton Regional School District, Princeton, New Jersey, hereinafter called the "Board," and the Princeton Regional Education Association, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all contractual certificated personnel who comprise the unit as follows:
1. Classroom Teachers
 2. Guidance Counselors
 3. Nurses
 4. Librarians
 5. Psychologists
 6. Social Workers
 7. Supplementary Instructors
 8. Learning Consultants
 9. Speech Therapists
 10. Resource Teachers
 11. Any other temporary appointments made from the unit
- B. Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- C. Unless otherwise indicated, references to "Superintendent," when used hereinafter in this Agreement, shall encompass the meaning of "Superintendent or his/her designee."
- D. Titles of positions which indicate gender shall be construed to mean male or female.
- E. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
 2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be ratified by the Association, shall be adopted by appropriate resolution of the Board, and shall be signed by the Board and the Association.
 3. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership, and the Board reserves a right to request a statement signed by an officer of the Association that the membership had ratified Agreement.
- B. This Agreement shall not be modified, in whole or in part, by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an appeal by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
 - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
 - b. A grievance based upon policies and/or administrative decisions affecting a teacher or group of teachers will follow prescribed procedures but will not be subject to arbitration.
 - c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:
 - 1) A complaint of a nontenure teacher which arises by reason of his/her not being reemployed.
 - 2) A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within thirty (30) school days from the date of its occurrence.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such a time that a step or steps fall within the period between the end of school in June and the opening of school in September, then the time limits set forth herein as school days shall be interpreted as days when the central office is open.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. The Association may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE.
6. Level 1 Any teacher who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2 If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:

- a. The matter at issue or in dispute.
- b. The reason given by the supervisor for his/her decision.
- c. Counterarguments of the grievant.
- d. The grievant's request.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for the decision, and conclude with a reasoned decision within six (6) school days of receipt of the written grievance.

Level 3 The teacher, no later than six (6) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent.

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal. The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate the decision with reasons in writing to the teacher, the principal and the Association within a period not to exceed fifteen (15) school days.

Level 4 If the grievance is not resolved to the teacher's satisfaction, the grievant, no later than six (6) school days after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board. The Board, or a committee thereof, shall review the grievance and, in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the teacher, and render a decision with reasons in writing to the teacher and the Association within thirty (30) school days of receipt of the grievance by the Board.

If the grievance relates to a matter specifically part of this Agreement, the Board, or a committee thereof, upon request of the Association or at its own option, shall review the grievance, hold a hearing with the teacher, and render a decision with reasons in writing to the teacher and the Association within thirty (30) school days of receipt of the grievance by the Board.

Level 5 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application or violation of this Agreement, the Association shall so notify the Board through the Secretary to the Board within ten (10) school days of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- a. The authority of the arbitrator shall be subject to the following:
 - 1) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
 - 2) The arbitrator shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - 3) The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
 - 4) The arbitrator shall be bound by the laws of the state of New Jersey and the United States and decisions of the courts of New Jersey and of the United States.
- b. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.
- c. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
- d. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.
- e. The Association and the Board shall be limited to placing one (1) grievance before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual agreement of the parties.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at the grievant's option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent, and the processing of such grievance shall be commenced at Level 3.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.

ARTICLE 4

TEACHER RIGHTS

- A. Pursuant to the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974), the Board hereby agrees that teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as (s)he may have under New Jersey School Laws.
- C. No teacher shall be disciplined without just cause.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in an office, position or employment or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

ARTICLE 5

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a current roster of certificated full-time personnel, one copy of the agenda and minutes of all public meetings as duplicated and distributed to Board members and the County Superintendent of Schools, one copy of names and addresses of all teachers, and such other public information that shall assist the Association in collective negotiations and handling of grievances.
- B. Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings in accordance with Board Policy 1330, entitled "Community Use of School Facilities" (Revision #3 adopted 3/30/82).
- D. The Association may be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, with prior approval of the principal. Such approval shall not be unreasonably withheld. The Association shall provide its own supplies.
- E. The Association shall be provided without cost with office space in a building at a location and of a description to be mutually agreed upon within limits of available space. The Association shall be allowed to install and maintain a telephone in the office at Association expense.
- F. Upon written request, up to ten (10) days' leave of absence without loss of pay in a school year shall be granted to Association members for Association business. The aforementioned ten (10) days is the total to be utilized by the Association membership in its entirety. Said requests shall be certified by the President of the Association and forwarded to the Superintendent at least one (1) week in advance, except in the event of an emergency.
- G. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other teacher organizations.

ARTICLE 7

TEACHER WORK YEAR

A. Definition of Work Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.
2. In addition to the one hundred eighty-five (185) days worked by teachers, guidance counselors and the athletic coordinator shall work an additional five (5) days per year for a total of one hundred ninety (190) days.
3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

- B. Extension of professional service beyond the in-school work year, as defined in Paragraph A above, shall be staffed by certificated personnel.

ARTICLE 8

TEACHING HOURS AND TEACHING LOAD

- A. The in-school workday shall be that time which is necessary for teachers to meet their professional responsibilities to the children, the school, and the community.
- B.
 - 1. The daily teaching load in the senior high school shall not exceed four (4) hours and thirty (30) minutes of pupil contact which does not include the homeroom period.
 - 2. The daily teaching load in the middle school for teacher and subject area coordinators shall not exceed four (4) hours and thirty (30) minutes of pupil contact which does not include the homeroom period.
 - 3. The teaching load in the elementary schools shall not exceed twenty-two (22) hours and thirty (30) minutes per week of pupil contact.
 - 4. Department chairpersons in the high school shall not be assigned more than three (3) student instruction periods, a homeroom period, not more than one (1) additional nonteaching period. Every attempt shall be made to free the chairpersons from homeroom and other nonteaching assignments.
 - 5. Teachers in grades 7 through 12 shall not be required to prepare for more than three (3) subject courses each semester. If mutually agreed upon, additional preparations may be assigned. However, a refusal to accept additional preparation periods may result in a reduction of contract time.
 - 6. For the purpose of this ARTICLE, pupil contact shall be defined as that time during which a teacher is regularly scheduled to teach or supervise pupils and which does not include the homeroom period.
- C.
 - 1. Teachers shall have a daily duty-free lunch period of at least the length of the students' lunch period.
 - 2. Teachers may leave the building without requesting permission during their scheduled preparation periods but shall inform their supervisor that they are leaving and where they can be reached if practicable.
- D.
 - 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings each Monday, excluding the fourth Monday, which shall be designated for Association meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes.

2. An Association representative may speak to the teachers during any meetings referred to in Paragraph 1 above for no more than ten (10) minutes upon the request of the representative.
 3. An administrator may speak to the teachers during any Association building or system-wide meetings for no more than ten (10) minutes upon the request of the administrator.
 4. The notice and purpose for any meeting shall be given to the teachers at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:
1. Elementary School--no less than twenty-five (25) minutes in any one day.
 2. Middle School--one (1) period.
 3. Senior High School--one (1) period.
- F. Fifteen dollars (\$15) per period, thirty-seven dollars and fifty cents (\$37.50) per half day and a maximum of seventy-five dollars (\$75) per day shall be paid to teachers who:
1. First volunteer wherever applicable or are assigned to cover a class during a scheduled preparation period.
 2. First volunteer wherever applicable or are assigned to double-up his/her class with all or part of another class.
 - a. Payment for doubling up shall apply only if such assignment is for two (2) hours or more but less than the full day.
 - b. If the pupils from a class are divided among two or more teachers, those teachers shall share the thirty-seven dollars and fifty cents (\$37.50) or the seventy-five (\$75) dollars compensation, whichever applies.
- G. In accordance with law, teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to Schedule C.

ARTICLE 9

NONTEACHING DUTIES

A. Teachers shall not be required to perform the following non-professional duties:

1. Collecting money from students for insurance and photos.
2. Delivering books to and from classrooms.
3. Custodial functions.

B. The Board shall continue to relieve teachers of cafeteria supervision at the elementary and middle school levels.

C. Activities which have no educational objective shall be discouraged. This shall include, but not be limited to, the collection of funds for:

1. Programs in which all pupils are expected to participate. Such programs should be financed by the Board.
2. Other programs of such a desirable educational nature that they should be legitimately financed by the Board.
3. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils.
4. Activities and charitable purposes beyond any pupil's ability to pay.

D. Employees' Automobiles Used for School Activities

If requested by an administrator, teaching staff members may voluntarily use their vehicles to transport pupils in accordance with N.J.S.A. 18A:39-20.1. The necessity for a request may be waived in the case of pupil emergencies.

ARTICLE 10

TEACHER EMPLOYMENT

- A. Teachers shall be notified of their employment status for the ensuing year by April 30. Teachers shall be notified of their salary status no later than two (2) weeks after the signing of the Agreement between the Association and the Board, or April 30, whichever is later.
- B. Experience Credit on Salary Guide
 - 1. Full credit may be given for previous teaching experience in a duly accredited school upon initial employment or reemployment after at least one (1) year's interruption, in accordance with the provisions of Schedule A.
 - 2. Credit not to exceed five (5) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed five (5) years for Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Previously accumulated sick-leave days shall be restored to all teachers returning to the District.

ARTICLE 11

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
- B. Each teacher shall be placed on the next step of the salary schedule as of the beginning of the next school year.
- C. A teacher's salary shall be adjusted to the appropriate level of the salary guide for degree and/or accredited academic preparation in September and in February.
- D. Appointments to stipend positions will be made according to the teacher salary guide and supplemented by the stipends for the period in which they serve in these positions. (See appropriate Schedules)
- E. Pay Periods
 - 1. Teachers shall be paid in equal semimonthly installments.
 - 2. Teachers may individually elect to have their entire paycheck deposited directly to an account in one of the following local banks: The Princeton Bank; United Jersey Banks, N.A. (Princeton branch office only); and the New Jersey National Bank.
 - 3. Credit Union Deductions
 - a. Teachers may individually elect to have a fixed dollar amount of their semimonthly salaries deducted from their pay. The Board will remit within 15 days after each month the total amount deducted to the Mercer County New Jersey Teachers' Federal Credit Union. Authorization forms shall be supplied by the Board.
 - b. By June 1 of each year, authorization forms will be made available to all teachers, and by June 30 of each year, teachers who wish to participate must file their authorization forms with the Office of Business Administration.
 - c. Teachers employed after June 30, who wish to participate, will notify the Business Office within 15 days after the effective date of employment.
 - d. The Board does not assume any responsibility for the funds after the total amount has been forwarded to the credit union.

- e. A teacher may not alter an authorization to deduct the fixed dollar amount during the academic year except to withdraw from the plan. Once a teacher has withdrawn from the plan, deductions may not be reinstated during the same academic year.
 4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous workday.
 5. Each teacher shall receive his/her final check after (s)he has completed the customary end-of-year routines to the satisfaction of the principal or supervisor. Teachers shall be provided with a pay schedule on or by the first payday of each school year.
- F. Eligibility for payment under the MA+30 Salary Guide shall be determined under the following guidelines:
1. Necessary credits for payment--MA plus 30.
 2. Courses taken during a current or future Master program in excess of the requirements for the Master's degree may be applied to the MA plus 30.
 3. Courses taken after the acquisition of a Master's, either on the graduate or undergraduate level, may be applied to the MA plus 30.
 4. All of the courses must be courses which are acceptable in obtaining a teaching, administrative or supervisory certificate.
 5. Courses which are required to be taken prior to entering a Master's program are not applicable.
 6. In-service programs for which credit is earned from a degree-granting institution are applicable.
 7. Advance approval from the Superintendent is required as to the applicability of any courses to the MA plus 30 column.
- G. A teacher who is assigned to work weekends, after the close of the regular in-school year, or during Board-scheduled school holidays or vacations shall be compensated at the following rates:
1. For instructional programs and/or activities which are extensions of the normal work year responsibilities, 1/185 of the teacher's base salary for each day worked.

2. For all in-service and curriculum development activities, \$21.25 per hour worked beginning July 1, 1988, and \$23.20 per hour worked beginning July 1, 1989.
 3. Staff instructor positions for programs for Princeton teachers under Paragraph G.2 will be paid at the per diem amount based on the maximum step of the employee's guide.
 4. Director or supervisory positions for programs under Paragraphs G.1 and G.2 will be paid at a higher rate to be negotiated between the Superintendent and the Association.
- H. PGP instructors will receive \$42.50/PGP day beginning July 1, 1988, and \$46.40 beginning July 1, 1989 (two hours at the curriculum development rate for planning).
- I. Payment at Retirement Upon retirement at the end of the school year, the retiree shall be paid for 100% of the unused accumulated sick-leave days at the rate of \$60/day for retirements effective July 1, 1989, and \$65/day for retirements effective July 1, 1990. For employees who retire during a school year, for purpose of calculating the payment, the unused sick leave from the days accumulated during that year shall be prorated on the basis of 1.2 days per month worked at the rate of the previous year.

ARTICLE 12

TEACHER ASSIGNMENT

A. Assignment and Schedule

1. Schedules of teachers who are assigned to more than one (1) school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel.
2. For the following administrative purposes, teachers who have assigned duties in more than one (1) building shall have one (1) building designated by the Superintendent to:
 - a. Receive paychecks.
 - b. Attend back-to-school nights.
 - c. Attend building faculty meetings.
3. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate listed below for all driving done on Board business after arrival at the first location at the beginning of the workday, provided, however, that if the distance between the teacher's home to the first school is greater than the distance between the teacher's home and the base school(s), (s)he shall be reimbursed for the difference at the rate consistent with the IRS guideline in effect on July 1 of each contract year. (See Article 9, Section D)

B. Notice and Notification

1. The Superintendent or his/her designee shall give notice of assignments to new teachers as soon as practicable.
2. In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are proposed after contract notification, the teacher affected shall be notified promptly.

ARTICLE 13

PROMOTIONS, VACANCIES, AND NEW POSITIONS

- A. Any certified position vacated or created shall be considered open, and a list of such positions shall be made available to all teachers prior to filling them.
 - 1. Vacated positions are those positions open due to resignation, retirement, death, or leave of absence.
 - 2. Created positions are those which increase the teaching staff within a building or deal with a subject not previously taught. This definition shall not be construed to apply to contract adjustments for part-time staff members.
- B. Open positions shall be publicized by the Superintendent in accordance with the following procedure:
 - 1. When school is in session, notices shall be posted in each building office and lounge and shall be sent to the Association President, Building Representative, and Department Chairperson. Ordinarily, they shall be distributed at least twenty (20) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date, except in case of emergency.
 - 2. During the summer period when school is not regularly in session, all teachers who have indicated a desire to be notified of open positions shall be notified by mail. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than seven (7) days before, unless sufficient time is not available because of the opening of school. Compliance with this provision shall be deemed to constitute complete and adequate notice.
 - 3. The notification shall set forth the qualifications for the position, certificate requirements, its duties, the rate of compensation, and the supervisor.
- C. All qualified teachers shall be given the opportunity to make application and no position shall be filled until all properly submitted applications have been considered.

Announcements of appointments shall be given to applicants, and a list of said appointments shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE 14

TRANSFERS AND REASSIGNMENTS

Section I--Transfers

- A. Teachers who desire to transfer to another building may file a written statement of such desire with the Superintendent with a copy to the principal not later than April 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which (s)he desires to be transferred, in order of preference.
- B. In the event of involuntary transfer, teachers may request from a list of open positions, in order of preference, the positions to which they desire to be transferred.
- C. A transfer shall be made only after consultation between the teacher involved and the appropriate administrator, at which time the reasons therefor shall be discussed. At the teacher's option a PREA representative may be included in this consultation.
- D. On or about May 30, the Superintendent shall notify the Association regarding the names of all teachers who have been transferred up to that date. From June 1 until the opening of school, the Board shall send to the President of the Association a copy of each notice of transfer sent by the Personnel Office.

Section II--Reassignments

- A. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the principal not later than April 1. Such statements shall include the grade and/or subject to which the teacher desires to be reassigned, in order of preference.
- B. A reassignment shall be made only after consultation between the teacher involved and the appropriate administrator, at which time the reasons therefor shall be discussed. At the teacher's option a PREA representative may be included in this consultation.
- C. On or about May 30, the Superintendent shall notify the Association regarding the names of all teachers who have been reassigned up to that date. From June 1 to the opening of school, the Board shall send to the President of the Association a copy of each notice of reassignment sent by the Personnel Office.

ARTICLE 15

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of public address, audio systems, and similar devices shall be with the full knowledge of the teacher before such use.
2. A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators within a reasonable time before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior knowledge of the teacher. An attached form shall be available for teacher response. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. 1. A teacher shall have the right, upon request, to review the contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the file which (s)he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent, and if, in his/her judgment, they are obsolete or otherwise inappropriate to retain, they will be destroyed.
2. A teacher shall have the opportunity to review material derogatory to his/her conduct, service, character or personality prior to placing such material in the official personnel file established in the Personnel Office or prior to use in any formal proceeding against him/her by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and attached to the file copy.
3. The Board shall not establish any separate personnel file which is not available for teacher's inspection.
4. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

C. Evaluation of Teachers

1. Prior to any annual evaluation report, the immediate supervisor of a nontenured teacher shall have had an appropriate communication, including but not limited to all steps in Section 2 below, with the teacher regarding performance as a teacher.
 2. Supervisory reports shall be presented to the teachers by the principal or counterpart supervisor in accordance with procedures consistent with New Jersey Administrators' Code (N.J.A.C.), Title 6, Education, Section 6:3-1.19 for nontenured staff and 6:3-1.21 for tenured staff.
- D. Final evaluation of a teacher upon termination of employment shall be concluded prior to severance, and thereafter only documents, correspondence, and/or other materials sent to or received from the teacher will be placed in the personnel file.

ARTICLE 16

COMPLAINT PROCEDURE

The Board and the Association agree that when a community member questions a practice or decision made by a teacher, the most appropriate and constructive way to begin to deal with the question is to bring it to the attention of the teacher. Accordingly, any comments concerning the quality of performance of a teacher made to any member of the Administration by any parent, student, or other person shall be processed according to the procedure outlined below. The principal or immediate supervisor shall meet with the teacher to apprise the teacher of the full nature of the request. The principal or supervisor shall provide the employee with a written statement of the complaint, signed by both the principal or supervisor and the complainant, and they shall attempt to resolve the matter informally. If the matter cannot be resolved informally, the complaint procedure listed in Steps 1-4 below shall be followed. The teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

Step 1

In the event a complaint is not resolved to the satisfaction of all parties, the teacher may request a conference with the complainant and the principal or supervisor to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1 shall be reviewed by the Superintendent who shall confer with all parties in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, (s)he shall forward the results of the investigation along with a recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4

After receipt of the findings and recommendations of the Superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE 17

RENEWAL OF NONTENURED TEACHERS

A. Procedure on Recommendation of Nonrenewal

1. Recommendation by Supervisor

Whenever the supervisor of a nontenured teacher determines not to recommend such teacher for renewal of his/her employment with the Board, such supervisor shall so notify the teacher in writing. The teacher shall have the right within five (5) school days after receipt of such notice to request, in writing, from such supervisor a written statement of the reason or reasons for such recommendation. Such statement shall be furnished to the teacher within five (5) school days after the request and shall be sufficient if it merely incorporates by reference a written evaluation of the teacher's performance made during the current year.

2. Recommendation by Superintendent

Before recommending to the Board the nonrenewal of employment of a nontenured teacher, the Superintendent shall, upon written request from such teacher, afford him/her an opportunity to meet informally with the Superintendent to discuss the recommendation. If the recommendation of the supervisor to the Superintendent has been to not reemploy the teacher, the Superintendent shall furnish to him/her prior to such informal meeting a written statement of the reason or reasons being considered by the Superintendent for nonrenewal recommendation.

B. Board Action

1. Offer of Employment or Notice of Termination

On or before April 30 of each year, the Board shall give to each nontenured teacher continuously employed by it since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

2. Statement of Reasons

- a. Any nontenured teacher who receives a notice of nonrenewal of employment may request in writing, within thirty (30) days after receipt of notice, a statement of reasons for such nonemployment. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within fifteen (15) days after receipt of a request, the Board shall furnish a written statement setting forth the reason or reasons for the Board's determination.

3. Informal Appearance Before the Board

- a. A nontenured teacher who has requested a statement of reasons for nonemployment may make a request in writing, within ten (10) days of receipt of the statement, for an informal appearance before the Board. The request shall be addressed to the Board in care of the Secretary to the Board.
- b. Within thirty (30) days after receipt of a request, the Board or a Board committee shall meet with the teacher.
- c. The purpose of granting an informal appearance before the Board to the nontenured teacher is to provide an opportunity to dissuade the Board from its determination not to offer employment for the coming school year.
- d. The informal appearance before the Board is not to be an adversary proceeding.
- e. The teacher may be represented by counsel or an individual of his/her own choice before the Board and may present witnesses on his/her behalf.
- f. The informal appearance shall be closed to the public. However, upon the request of an individual teacher, his/her appearance shall be open to the public.
- g. The conclusions of the Board following the informal appearance shall be communicated to the teacher in writing within twenty (20) days following the informal appearance.

4. Notification of Intention to Return

If the Board offers a renewal contract, the teacher shall notify the Board on or before May 30 of that year whether (s)he desires to accept such offer. If the teacher does not so notify the Board in writing within that period, the offer shall be deemed withdrawn by the Board.

ARTICLE 18

TEACHER FACILITIES

- A. The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available, if practicable, in each school the

ARTICLE 23

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

A. Teacher's Disability

- c. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

- 2. Other leaves of absence without pay may be granted by the Board for good reason.

E. Return from Leave

- 1. A teacher shall receive credit for salary guide placement for time spent on leaves granted pursuant to Paragraphs D.1.a and D.1.b of this ARTICLE. No credit shall be granted for time spent on all other leaves taken pursuant to this ARTICLE.
- 2. Unused accumulated sick leave shall be restored to the teacher upon return.

F. Leave Application

ARTICLE 24

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

When recommended by the Superintendent and approved by the Board, payment will be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

Tuition Reimbursement

The purpose of tuition reimbursement is to improve the instructional program. The Board will reimburse up to \$500 per person per contract year for any course completed at an accredited college.

To be eligible, courses must be part of a degree granting program for a degree which is directly applicable to positions represented by the bargaining unit and other courses directly related to the teacher's current area of assignment, subject to the discretion of the Superintendent. All courses must be submitted for prior approval, and to be reimbursed, evidence must be submitted upon completion of a grade of C or above, or pass (if pass-fail), whichever is applicable.

ARTICLE 25

PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- A. Whenever any charge is brought against a teacher before the Commissioner of Education of the State of New Jersey which may affect employment or salary status, the Board shall reimburse him/her for the cost of defense if the action is dismissed or results in a final decision in favor of the teacher. Financial support shall be limited to reasonable legal fees.
- B.
 - 1. The Board shall give full support including legal and other assistance for assault upon the teacher while acting in the discharge of duties. Financial support shall be limited to reasonable legal fees.
 - 2. When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - a. Workmen's compensation payments.
 - b. Salary differential paid by the Board.
- C.
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, and to the Association.
 - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information concerning the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- D. During periods of student disorders or disruption of the regular school program, building administrators shall endeavor to meet and consult with the Faculty Liaison Committee to consider the solution to problems which may have arisen.
- E. The Board shall reimburse teachers for the adjusted cost of repair or replacement of personal property damaged or destroyed during periods of student disorders or disruption up to a maximum of the deductible in the employees' personal insurance policy or \$100, whichever is less.

ARTICLE 26

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board agrees that reasonable efforts should be made to insure the safety of students and staff.
- B. The teacher shall immediately notify the appropriate administrator or supervisor whenever an action by a student or students is endangering or has the potential for endangering the safety of the teacher or any students in the class. In addition, the teacher shall take necessary appropriate action pending further direction from Administration to insure his/her safety and the safety of the students in the class.

ARTICLE 27

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee.
- B.
 - 1. Health and major medical coverage will continue to be provided through the New Jersey State Health Benefits Program. Prescription drug coverage will be provided through Blue Cross/Blue Shield of New Jersey.
 - 2. The Board shall have the right, after notification to and consultation with the Association, to change insurance carriers so long as the same or substantially similar or increased benefits are provided.
- C.
 - 1. The Board agrees to pay not more than \$213 per year per individual teacher for an individual dental program.
 - 2. If the dental premium with the existing carrier exceeds two hundred thirteen (\$213) dollars per employee per year for the duration of the contract, the Board and the Association will jointly seek a new carrier that can offer the same coverage for two hundred thirteen (\$213) dollars.
- D. For employees who enroll, the Board shall pay the premiums, including family coverage where applicable.
- E. It shall be each employee's responsibility to enroll in and revise the medical program coverage in accordance with the needs of his/her family.
- F. Employees who retire shall have the privilege of being covered under the Major Medical Contract upon payment of the appropriate premium.
- G. Individuals on leave without pay have the privilege of being covered under the group plans upon payment of the appropriate premiums.
- H. A tenured teacher whose employment has been terminated because of a reduction in force shall continue to be protected under the terms of this ARTICLE for a period of three (3) months after termination or until (s)he obtains employment, whichever comes first.

ARTICLE 28

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not an appropriate concern of the Board except as it may directly or indirectly prevent the teacher from performing assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher, providing said activities do not violate any local, state or federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Princeton Regional School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 29

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

Copies of all texts used in each of his/her courses shall be provided for each teacher.

ARTICLE 30

DUES DEDUCTION AND AGENCY SHOP

A. Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Princeton Regional Education Association, the Mercer County Education Association, the New Jersey Education Association and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S. 52:14-15.9e as amended and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Princeton Regional Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board in writing, prior to August 1, the current rate of membership dues.
3. A checkoff shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Business Administrator during the month following the filing of such card with the Board.
4. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Business Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S. 52:14-15.9e as amended.

B. Agency Shop

1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in compliance with N.J.S. 34:13A-5.5 as amended.
2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
3. The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees and assessments.

4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

C. Save Harmless Clause

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE 31

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that the policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.
- B. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. The Association and the Board shall be responsible for acquainting their members with the provisions of this Agreement and shall be responsible insofar as is legally possible for the adherence to the terms of this Agreement by their members during the life of this Agreement.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- E. Copies of this Agreement shall be printed. The expense for printing three hundred fifty (350) copies for distribution to teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon. This Agreement shall be presented to all teachers employed by the Board.
- F. Children of staff members shall be permitted to attend Princeton Regional Schools, tuition free, in all grades.
 - 1. A child enrolled pursuant to this ARTICLE shall be permitted to continue to attend despite the subsequent death of a staff member parent.
 - 2. A tuition-free education will be provided so long as the cost of educating a child of a staff member does not exceed the average per pupil expenditure for the education of resident students. In such an event, the child will be permitted to attend only until the next regular break in instruction (i.e., between grades 4 and 5 or grades 8 and 9) unless the employee agrees to pay the difference in per pupil costs.

- G. Children of staff members who are RIF'd shall be permitted to attend until the next regular break (i.e., between grades 4 and 5 or 8 and 9) or until such time as the staff member is removed from the preferred eligibility list.
- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified letter at the following addresses, or hand delivery (with receipt):
 - 1. If by the Association, to the Secretary to the Board at the Valley Road Building, Box 711, Princeton, New Jersey 08540.
 - 2. If by the Board, to the Association at the home address of the Association President, or delivery to the individual.
- I. Requests for personal information shall be referred to the teacher in question for action.
- J. The teacher shall maintain the responsibility to determine student evaluation. Should the Board or the Superintendent determine that a student's grade be changed, the teacher shall be notified immediately and apprised of the reasons for that change.

ARTICLE 33

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974).


ARTICLE 34

DURATION OF AGREEMENT


- A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. It shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PRINCETON REGIONAL EDUCATION
ASSOCIATION

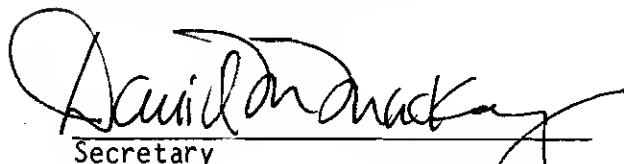
BOARD OF EDUCATION OF THE
PRINCETON REGIONAL SCHOOL
DISTRICT




President



President



Secretary



Secretary

SCHEDULE A
SALARY GUIDES

<u>1988-89</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>Doctorate</u>
A (0 yrs.)	\$22584	\$24436	\$26039	\$27146
B (1 yr.)	23738	25685	27369	28533
C (2 yrs.)	24951	26997	28768	29991
D (3 yrs.)	26226	28377	30238	31523
E (4 yrs.)	27566	29827	31783	33134
F (5-7 yrs.)	28975	31351	33407	34827
G (8 yrs.)	30455	32953	35115	36607
H (9 yrs.)	32012	34637	36909	38477
I (10 yrs.)	33648	36407	38795	40444
J (11 yrs.)	35367	38267	40777	42510
K (12 yrs.)	37174	40222	42861	44683
L (13 yrs.)	39074	42278	45051	46966

Longevity Steps (See Appendix B)

Upon completion of:

L1 (15 yrs.)	\$39631	\$42880	\$45693	\$47635
L2 (20 yrs.)	40195	43491	46344	48314
L3 (25 yrs.)	40768	44111	47005	49002

<u>1989-90</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>Doctorate</u>
A (0 yrs.)	The 1989-90 guide will be based upon the 2/15/89 scattergram and will be published as soon as possible thereafter.			
B (1 yr.)				
C (2 yrs.)				
D (3 yrs.)				
E (4 yrs.)				
F (5 yrs.)				
G (6-8 yrs.)				
H (9 yrs.)				
I (10 yrs.)				
J (11 yrs.)				
K (12 yrs.)				
L (13 yrs.)				

Longevity Steps (See Appendix B)

Upon completion of:

L1 (15 yrs.)
L2 (20 yrs.)
L3 (25 yrs.)

SCHEDULE B

	<u>STIPENDS</u>	<u>1988-89</u>	<u>1989-90</u>
<u>Administrative Interns--Elementary</u> Internship/One Semester		\$ 565	\$ 617
<u>A-V Assistants</u>			
Elementary	1129	1232	
Middle School	1280	1397	
<u>Coordinators</u>			
K-4 Technology for Children (Sept., Oct., May, June)	640	698	
K-4 Science/Math	1280	1397	
K-12 Nurses	1280	1397	
High School--Compensatory Ed.	1280	1397	
High School--Computer Center	1280	1397	
Middle School--Subject Area	1280	1397	
Child Study Team--October 1 Student Enrollment			
0-400	1505	1642	
400-800	2183	2382	
800+	3010	3284	
Athletic*			
Peer Leadership*			
Environmental Education*			
North Mercer Family Consultation Center			
This stipend represents a combination of the maximum Child Study Team Coordinator stipend and the tenured per capita rate for the employees supervised. The continuation of the stipend is dependent upon renewed grant funding.			
<u>Department Chairpersons--High School</u>			
Calculated on Base Payment	1280	1397	
October 1 Tenured	113	123	
Staffing Nontenured	135	148	
<u>Psychologist Differential</u>	1400#	1400#	
#Psychologists employed by the Board prior to July 1, 1972, shall be paid a salary differential of \$1400 for the term of this contract. Psychologists commencing employment after July 1, 1972, shall be paid according to the salary guide only.			
<u>Resource Teacher</u>			
Media	2370	2586	

* These stipends will be based on hours approved by Administration at the Head Coach rate (Schedule C).

SCHEDULE C

EXTRA PAY FOR EXTRA SERVICES

- A. Teachers shall be paid for extra services.
- B. The Board and the Association agree that the staff involved in EPES activities should take a professional view of the activities and conduct them in a manner to best serve the students, the school, and the community.
- C. Criteria to Determine Eligibility for EPES
 - 1. Activities classified as interscholastic athletics.
 - 2. Cocurricular or extracurricular activities taking place after the close of school.
- D. Special Provisions
 - 1. EPES positions shall receive pay for full service.
 - 2. EPES assignments will not reduce the regular or normal teaching load of a teacher.
 - 3. The grievance procedure may be initiated to resolve issues related to the administration of this schedule.
 - 4. Contracts shall be issued for each activity and shall specify the number of hours for the activity.
 - 5. Contracts shall include the title of the evaluator.
 - 6. Evaluation shall take place within four (4) weeks after the close of the activity.
 - 7. Advertisement of open EPES positions shall include a brief job description and the salary amount.
 - 8. In screening candidates for positions, Princeton Regional School District employees shall have the first refusal.
 - 9. Job descriptions shall be prepared for each category of EPES positions.
- E. Additional activities may be added upon request, subject to administrative approval and the negotiation of the stipend.
- F. Evaluation of the Cocurricular Program
 - 1. The evaluation shall be conducted by at least two (2) evaluators, whenever possible, and shall include a self-evaluation.

2. The evaluators will be those in a supervisory capacity connected with the activity. To illustrate: a head coach and the director of athletics evaluate the assistant coach in an activity. The director of athletics and the principal evaluate the head coach. The dramatics director and the English department head evaluate the assistant directors in dramatics.
3. If a teacher being evaluated is considered unsatisfactory in the activity, a conference shall be held between the teacher and the evaluators to determine the corrective procedures that should be instituted. If these procedures are not instituted within ten (10) days, the evaluators may recommend to the principal that the teacher be replaced in the activity. Principals will prepare the final evaluation for reappointment and the personnel file.
4. Evaluation will follow the appropriate procedures and format.

G. Calculation of Stipends

1. The EPES base hourly rate shall be calculated as follows:
 $.0825 \times \text{daily BA (Step A) rate rounded to the nearest } \$.05 = \text{the base hourly rate}$
2. Stipends shall be determined as follows:
 - a. Number of hours x EPES base hourly rate
 $\begin{array}{l} 88-89: \$10.05 \quad 89-90: \$ \quad \quad \text{To be determined 3/89} \\ \text{Assistant Coach} \end{array}$
 - b. Number of hours x EPES base hourly rate + 30%
 $\begin{array}{l} 88-89: \$13.05 \quad 89-90: \$ \quad \quad \text{To be determined 3/89} \\ \text{Associate Coach} \\ \text{Single Coach} \\ \text{Single Advisor} \end{array}$
 - c. Number of hours x EPES base hourly rate + 50%
 $\begin{array}{l} 88-89: \$15.10 \quad 89-90: \$ \quad \quad \text{To be determined 3/89} \\ \text{Head Coach} \end{array}$
3. For new positions, the principal or supervisor shall inform the Superintendent and the Association of the duties, expected participation, and other data concerning the position in sufficient detail to accurately establish the number of hours.
4. Upon Board and Association approval, the stipend shall be incorporated as part of Schedule C in the Agreement.

H. Stipend Review

1. Prior to payment, the hourly calculations shall be subject to review and/or revision as a result of program changes and/or tournament participation.
2. Any changes not covered by Paragraph H.1 above shall be agreed upon by the Administration and the Association.

APPENDIX A

MISCELLANEOUS INFORMATION

Pursuant to a request by the Association, the following information is being furnished, without becoming a part of this Agreement, concerning liability insurance coverage for teachers involved in automobile accidents while on authorized Board business:

A. INSURANCE INFORMATION NOTES

1. "No Fault" Coverage has no bearing on liability coverage.
2. Insurance policies which provide blanket liability coverage for employees are not written by the insurance companies.
3. As has always been the case, employees are covered. Although it is not as easily understood as a blanket policy might be, the desired objective is reached approximately as follows:
 - a. If an employee is held liable for an accident, the judgment is satisfied up to the limit on the individual's automobile insurance.
 - b. Any remainder from the judgment will be satisfied by the Board's policies.
 - c. The Board's policies have clauses which prohibit the subrogation of claims. This means that the underwriters cannot sue the individual for the amounts paid out on his/her behalf under a judgment.
4. The consequences of an individual being liable for an accident cannot be insured away. If it is determined that an employee is liable for an accident, his/her insurance rates may be affected. If it is determined that (s)he is not liable for an accident, his/her insurance probably is unaffected.

B. EARLY NOTIFICATION

Full-time tenured teachers terminating their employment with the District at the conclusion of an academic year shall receive a lump sum payment of one hundred (\$100) dollars for each completed year of employment with the Princeton Regional Schools to a maximum of one thousand (\$1,000) dollars. To be eligible for payment, notification of intent to terminate must be received by the Board of Education on or before April 1 of that academic year.

Part-time tenured teachers shall receive a lump sum pro rata payment based upon their contract percentage in their final year of employment in the District.

APPENDIX B

CRITERIA USED TO ESTABLISH LONGEVITY ELIGIBILITY

- A. District service under any other unit affiliation is not credited toward longevity, with one exception. Members of the PREA who were appointed by the Board to fill an administrative vacancy within the district and subsequently returned to the PREA unit without a break in service will have the time spent in the administrative position counted toward PREA longevity.
- B. Partial years of district service will count as a full year of longevity.
- C. Military Service
 - 1. Years spent in military service prior to employment do not count toward longevity.
 - 2. Employees who were drafted into military service from the classroom and who returned to the classroom immediately following the conclusion of their military service will have the period of military service counted toward longevity.
- D. Leaves of Absence
 - 1. Board-approved unpaid leaves to serve in the Peace Corps or VISTA will count as a year of service for longevity purposes.
 - 2. A Board-approved, full year, unpaid leave for any purpose does not count toward longevity but does not interrupt continuous service.
 - 3. Paid sabbatical leaves are counted as district service for longevity purposes.
- E. Service prior to a resignation and subsequent return to the district shall not count toward longevity.
- F. For the purpose of calculating longevity payment, the percentage of contract in force at the time of entitlement will equal the percentage of salary paid at the appropriate longevity step.

Summer 1986

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